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ALCOHOLIC BEVERAGE CONTROL BOARD

DISTRICT OF COLUMBIA

RECEIVED
In the Matter of
ALCOHOLIC BEVERAGE
CONTROL DIVISION

ELWOOD MART, INC., t/a
Elwood Liquors

Case No. 2312-95056P

VOLUNTARY AGREEMENT
REGARDING REISSUANCE OF RETAILER'S CLASS A LICENSE

The Protestants in this matter hereby withdraw their opposition to the pending application by Elwood Mart, Inc., doing business as Elwood Liquors at the location of 7714 Georgia Avenue, Northwest, herein after referred to as Elwood, for the renewal of its Class A license for that location, and in connection therewith the Protestants and Elwood agree this 16th day of October 1996 as follows:

1. The Protestants are representatives and citizens of the District of Columbia residing in the immediate vicinity of Elwood and seek to enhance the characteristics of the neighborhood in order to promote the health, welfare and other mutual interests both of the residents and of the owners of commercial establishments in the neighborhood, and further seek to accomplish these objectives by, inter alia, cooperative efforts with the owners of such businesses;

2. The Protestants and Elwood acknowledge that, because of the diverse economic and social conditions within the neighborhood, a coordinated effort by each, as well as the residents and owners of the businesses in the neighborhood, is necessary to achieve the efficient and effective allocation of public and social services to improve the quality of residential life and economic opportunity within the neighborhood;

3. For the purpose of serving these mutual objectives the parties agree to the following:

a. Elwood shall maintain the exterior areas in front of its store to include keeping the gutter clean and free of litter. The Protestants shall also use their best efforts to persuade other persons in the neighborhood and adjacent businesses located on Georgia Avenue, including those which sell alcoholic beverages, to undertake similar projects;

b. Elwood shall maintain a printed NO LOITERING sign in the store window to discourage congregation near the entrance to its store and shall request those loitering to disperse, and, when it becomes necessary to do so, shall call the Metropolitan Police Department to request their assis-

tance in keeping the area in front of the store unobstructed and orderly;

c. Elwood will not sell opened packages of ice or otherwise provide or sell drinking utensils in less than pre-packaged containers of twelve (12) to its customers;

d. Elwood will refuse to sell alcoholic beverages "to any intoxicated person, or to any person of notoriously intemperate habits, or to any person who appears to be intoxicated". D.C. Code 25-121(a). Also, Protestants will identify to Elwood those persons known to the community to be of intemperate habits, and Elwood agrees not to sell to these persons as well;

i. Elwood will refuse to sell alcoholic beverages to any person or persons who engage in disorderly conduct on or near its premises, or who are regularly observed by Elwood employees as loitering on the sidewalk in front of the store;

ii. Elwood will maintain its policy of refusing to sell alcoholic beverages to minors and to demand proof of their majority from all purchasers. ~~In addition, Elwood will use its best efforts to discourage the practice of the off premises resale of alcoholic beverages to minors or inebriates when such resellers are made known to Elwood either by Elwood's own observations or by being informed by responsible citizens. Elwood shall not sell to these resellers under any circumstances;~~

e. Elwood agrees to continue its practice of not selling or keeping for sale pipes and any other type of drug paraphernalia including the sale of cigarette paper;

f. Elwood does not presently cash checks and will not establish or provide a check cashing service during the life of this agreement;

g. Protestants and Elwood agree to meet at the request of either party to discuss mutual concerns during the period of the agreement;

h. Elwood's hours of operation shall be 10:00 a.m. to 9:00 p.m. Monday thru Thursday; 10:00 a.m. to 10:00 p.m. on Friday; and 10:00 a.m. to 11:00 p.m. on Saturday;

i. Elwood agrees that single cans or bottles of beer or malt liquor (including 12 oz., 16 oz., and 20 oz. containers) shall not be sold after 7:00 p.m. daily. That is, after 7:00 p.m. daily, beer or malt liquor in packages of less than six-pack containers, shall not be sold. Elwood also agrees to restrict any sales of ~~six-pack~~ ^{MINIATURES} bottles of liquor to quantities of six at any time regardless of the hour of sale; Protestants will use their best efforts to work with the ANC

and other authorities to assure a uniform policy with respect to the sale of single cans by other stores in area.


k. Elwood shall not have a pay phone located on the exterior of its premises;

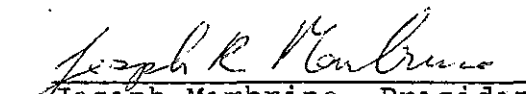
l. Elwood will, insofar as legally possible and within the means at its disposal, cooperate with the police, Orange Hats, or other neighborhood watch organizations to help in the maintenance of peace and order in the Shepherd Park community;

m. Elwood will post a sign in a conspicuous position within the store asking customers not to contribute to pan-handlers and to advise of its participation in the neighborhood watch, resident surveillance and policing program;

n. If any party hereto believes in good faith that any signatory hereto has failed to comply with this Agreement, that party shall notify the other in writing of the basis for such belief, and the party so notified shall address such alleged noncompliance within thirty (30) days;

o. The parties request that this agreement be incorporated in an Order of the Board granting Elwood's renewal application, and that it be made a term of the license. Any failure of Elwood to adhere to the provisions herein shall constitute a breach of the license, and the Protestants, after the thirty day notification period referenced above, and shall be entitled to remedial action by the Board including revocation of the license.


Joe Tark, President
Elwood Mart, Incorporated


Joseph Membrino, President
Shepherd Park Citizens
Association


Graciela Batan

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Manee Enterprises, Inc.
T/a Takoma Park Liquors

Application for a Retailer's
Class A - renewal
at premises

6200 Eastern Avenue, NE
Washington, DC

Case No. 2321-01/044P

Henry J. Ferrand, Protestant

Bernard C. Dietz, Esquire, on behalf of Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA M. ABBOTT, MEMBER
CHARLES A. BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY A. MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY E. THOMPSON, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on June 13, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Henry J. Ferrand, dated April 30, 2001.

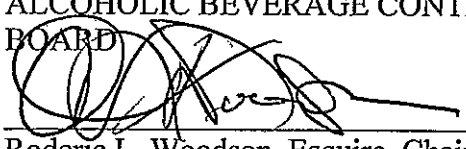
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated July 11, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Manee Enterprises, Inc.
T/a Takoma Park Liquors
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Accordingly, it is this 1st day of Aug. 2001, **ORDERED** that:

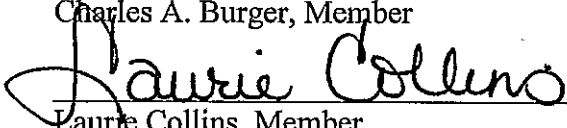
1. The opposition of Henry J. Ferrand, be, and the same hereby is **WITHDRAWN**;
2. The application of Manee Enterprises, t/a Takoma Park Liquors, for a retailer's class A license (renewal) at premises 6200 Eastern Avenue, NE, Washington, DC, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

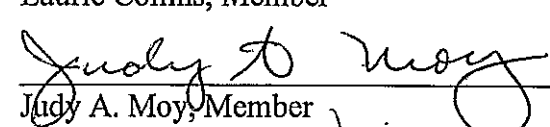
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

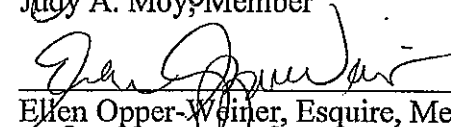

Roderic L. Woodson, Esquire, Chair

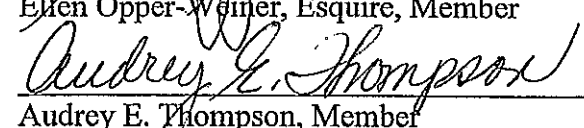
Vera M. Abbott, Member

Charles A. Burger, Member


Laurie Collins, Member


Judy A. Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

VOLUNTARY AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into on this 11/16 day of July, 2001, by and between MANEE ENTERPRISES, INC. (a District of Columbia corporation), trading as TAKOMA PARK LIQUORS (hereinafter referred to as "Applicant") and HENRY J. FERRAND (hereinafter referred to as "Protestant"), witness:

WHEREAS, Applicant has filed an application with the Alcoholic Beverage Control Board for the District of Columbia (hereinafter referred to as "Board") for the renewal of a Class "A" ABC License (Appl. #19598) for the premises known as TAKOMA PARK LIQUORS at 6200 Eastern Avenue, NE, Washington, DC, 20011;

WHEREAS, the Protestant has filed before the Board a Protest opposing the renewal of said license (Case No. 2321-01/044P);

WHEREAS, in recognition of the Board's policy of encouraging parties to a Protest proceeding to settle their differences by reaching a voluntary agreement, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application; and (2) Protestant will agree to the issuance of the renewal of the license and the withdrawal of the Protest, provided that such agreement is incorporated into the Board's Order renewing the license, which Order is thereby conditioned upon compliance with such agreement.

WHEREAS, Applicant intends to take certain measures designed to ameliorate the Protestant's concerns and Applicant will take action within thirty (30) days of the date of this Agreement to initiate ^{complete} said measures.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1.) Applicant will cause two (2) telephones to be removed from the Rittenhouse Street side of the building and relocate the dumpster off public space.

2.) Applicant will remove all signs and signage in the display window and on the side of the building on the Rittenhouse side of the building except the signs permanently attached to the building, including the signs attached to the roof, and Applicant will also put a screen on the top section of the window only and window lattice on the bottom half of the display window.

3.) Applicant shall install an additional outdoor surveillance camera to monitor parking and other activities of patrons within the vicinity of the store and any inappropriate activity shall be promptly reported to the police. The installation of the camera shall be made in consultation with the Protestant.

4.) The Applicant shall work with the District of Columbia Trees and Landscape Department, Mr. Bill Beck who is the Ward 4 Neighborhood Coordinator, Mr. Merrit Drucker and other interested neighbors on Rittenhouse Street to install or have installed trees in tree boxes in accordance with the laws of the District of Columbia. Other decorative landscaping options shall also be considered.

5.) The Applicant shall have professionally-made permanent signs installed in prominent positions in the interior of the store in the form attached hereto as "In store sign #1".

6.) The Applicant shall have professionally-made a permanent sign installed in the entrance to the store in the form attached hereto as "In store sign #2".

7.) This Agreement can be modified only by mutual agreement of all parties with the approval of the Board.

8.) The Protestant agrees to the issuance of the renewal of the license and withdrawal of the Protest, provided that this Voluntary Agreement is incorporated into the Board's Order renewing the license, which Order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

MANEE ENTERPRISES, INC.

BY:

VICE-PRESIDENT

PROTESTANT:

HENRY J. FERRAND

BOARD:

